

Attorney's Docket No.: 18538-006001

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Applicant : Harry K. Kraklow et al.  
Serial No. : 10/749,585  
Filed : December 31, 2003


Art Unit : 1761  
Examiner : Thuy Tran Lien

Title : Shelf-Stable Sweet Goods Dough

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Attached to this facsimile communication cover sheet is Revocation and New Power of Attorney and one attachment, faxed this 10<sup>th</sup> day of June, 2005, to the United States Patent and Trademark Office.

Respectfully submitted,

  
Teresa A. Lavoie, Ph.D.  
Reg. No. 42,782

Date: June 10, 2005

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Attorney's Docket No.: 18538-006001

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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 Serial No. : 10/749,585  
 Filed : December 31, 2003  
 Title : SHELF-STABLE SWEET GOODS DOUGH

Art Unit : 1761  
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Commissioner for Patents  
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 Alexandria, VA 22313-1450

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b) FIRST PRODUCTS, INC., a corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

☒ An assignment from the inventors of the patent application identified above to KDC FOODS, INC., a corporation. The assignment was recorded in the Patent and Trademark Office at Reel 014775, Frame 0523 on June 24, 2004.

☒ An assignment from KDC FOODS, INC. to FIRST PRODUCTS, INC., executed by John T. Paprocki, Chief Restructuring Officer of KDC FOODS, INC. on April 18, 2005, a copy of which is attached hereto.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints:

## CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

Date of Transmission

Signature

Typed or Printed Name of Person Signing Certificate

June 10, 2005

Angela J. Montgomery

Angela J. Montgomery

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Applicant : Harry K. Kraklow et al.  
Serial No. : 10/749,585  
Filed : December 31, 2003  
Page : 2 of 2

Attorney's Docket No.: 18538-006001

Richard J. Anderson, Reg. No. 36,732  
Dorothy P. Whelan, Reg. No. 33,814  
J. Patrick Finn III, Ph.D., Reg. No. 44,109  
Teresa A. Lavoie, Ph.D., Reg. No. 42,782  
Mary Ann Dillahunty, Reg. No. 34,576

Mark S. Ellinger, Ph.D., Reg. No. 34,812  
Greg H. Gardella, Reg. No. 46,045  
Ronald C. Lundquist, Ph.D., Reg. No. 37,875  
M. Angela Parsons, Ph.D., Reg. No. 44,282  
Ruffin B. Cordell, Reg. No. 35,487

with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

All correspondence regarding the application should be sent to:

**PTO Customer Number: 26191**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: \_\_\_\_\_

  
Donald Johnson

Title: CEO

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## ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (the "Assignment") is made as of the 18<sup>th</sup> day of April, 2005 (the "Effective Date"), by and between KDC FOODS, INC., a Wisconsin corporation (the "Assignor") and FIRST PRODUCTS, INC., a Minnesota corporation (the "Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

## RECITALS

A. Assignor is a debtor and debtor-in-possession in a Chapter 11 bankruptcy case pending in the United States Bankruptcy Court for the Western District of Wisconsin (the "Court"), designated by the Court as Case No. 04-18931-11-TSU.

B. Assignor is the owner of certain patents and/or patent applications (referred to as the "Patents").

C. Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Patents from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Patents to Assignee.

## AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Assigned Patents. The term "Assigned Patents" shall mean those patents and/or patent applications listed in Appendix A attached hereto and made a part hereof, as well as any and all patents issuing therefrom worldwide, together with any extensions, registrations, confirmations, reissues, continuations, divisionals, continuations-in-part, reexamination certificates, substitutions or renewals, supplemental protection certificates, term extensions (under applicable patent law or regulation or other government law or regulation) or certificates of invention, together with any and all bakery product-related inventions, improvements, trade secrets, know-how, and shop rights to which Assignor has any right, title, and interest, that are not otherwise listed in Appendix A.

2. Assignment of the Assigned Patents. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby assigns and transfers to Assignee, its successors, and assigns Assignor's entire rights, title, and interest in and to the Assigned Patents. To the full extent authorized by the Court, the assignment of the Assigned Patents granted by Assignor to Assignee in this Agreement is free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

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4. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (i) in the prosecution and maintenance of the Assigned Patents; (ii) in the prosecution or defense of any interference, opposition, infringement, or other proceeding that may arise in connection with the Assigned Patents; and (iii) in the implementation or perfection of this Patent Assignment. Assignor agrees that it shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Assigned Patents.

5. General Provisions.

5.1 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

5.2 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.3 Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto as of the date first written above.

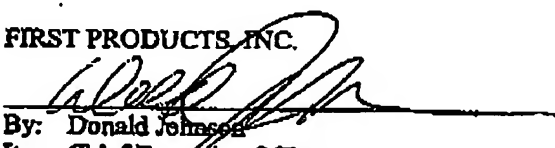
ASSIGNOR:

KDC FOODS, INC.

By:   
Its: Chief Restructuring Officer

ASSIGNEE:

FIRST PRODUCTS, INC.

By:   
Its: Chief Executive Officer

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APPENDIX A

Assigned Patents

Patent No./Title	Issue/Filing Date	Country
U.S. Pat. Ap. No. 10/749,585 Shelf-Stable Sweet Goods Dough	12/31/2003	U.S.
PCT/US04/43588 Shelf-Stable Sweet Goods Dough	12/29/2004	PCT
U.S. Pat. Ap. No. 10/974,379 Frozen Microwaveable Bakery Products	10/27/2004	U.S.
E.U. Pat. Ap. No. 03721947.4 Frozen Microwaveable Bakery Products	11/29/2004	E.U.
Chinese Pat. Ap. No. 03812911.6 Frozen Microwaveable Bakery Products	10/30/2004	China
PCT/US03/13368 Frozen Microwaveable Bakery Products	04/29/2003	PCT

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